

AGREEMENT

between

THE TOWNSHIP OF FRANKLIN

and

AFSCME 2426

BLUE COLLAR SUPERVISORS

JULY 1, 2006 – JUNE 30, 2010

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ARTICLE 1 **RECOGNITION**

A. The following title, **Foreman**, constitutes the bargaining unit, until such time as the parties agree to any additional classifications excluding, however, confidential employees, and all other employees excluded by statute N.J.S.A. 34:13A.3:

Foreman/Public Works
Foreman/Central Maintenance
Foreman/Water

B. The title "employee" shall be defined to include the plural unless otherwise indicated.

C. Any gender specific references contained herein shall be deemed to include the opposite gender as well.

ARTICLE 2
DUES CHECKOFF AND AGENCY SHOP FEE

- A. The Township hereby agrees to deduct from the salaries of employees covered by this Agreement dues for Union membership. Said monies, together with records regarding any corrections, shall be transmitted to the Union offices at **3635 Quakerbridge Road, Suite 1, Trenton, New Jersey 08619**, by the end of the next month following the semi-monthly pay period in which the deductions were made. If there shall be any change in the rate of membership dues during the life of this agreement, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change on stationary bearing the Union letterhead.
- B. Any employee covered by this Agreement who does not choose to have dues deducted from his salary must pay a representation fee in lieu of dues to the Union. The representation fee shall be in an amount equivalent to the regular membership dues, charged by the majority representation to its own members less the cost of benefits financed through the dues, fees, and assessments, and available to or benefiting only its members but in no event shall such fee exceed eighty-five percent (85%) of the regular membership dues. The collection of such representation fee and appeal of such fee in regard to this Agreement shall be governed by N.J.S.A. 34:13A.5.5 through N.J.S.A. 34:13A-5.8.
- C. The Union will provide the necessary check-off authorization forms, and deliver said forms to the designated Township officials as provided for in N.J.S.A. 52:14-15(e), as mandated.
- D. The Union indemnifies, defends, and saves the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Union to the Township or any action taken by the Township under all sections of this article.

ARTICLE 3
FULLY BARGAINED PROVISIONS

This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this agreement.

ARTICLE 4
MAINTENANCE OF WORK OPERATIONS

- A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any Employee from his position or stoppage of work, or absence in whole part or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer.
- B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned or supporting any such activity by any Employee or group of Employees of the Employer and that Union will publicly disavow each action and order all such activities to cease and desist from same immediately to and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE 5
DISCRIMINATION AND COERCION

- A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin, political affiliation, sexual preference, and physical handicap.

- B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE 6
UNION REPRESENTATIVE – UNION RIGHTS

- A. Union officers and stewards in cooperation with the Employer shall have the right to enter upon the premises of the Employer during working hours, with no loss of pay, for the purpose of conducting normal duties related to the enforcement and policing of this Agreement, so long as such visits do not interfere with proper service to the public, and with prior notice to the Department Head or his designee, Township Manager or the Assistant Township Manager
- B. Effective upon this Agreement, Union members to be designated by the Union shall be granted four (4) paid days providing these days coincide with their regularly scheduled work days, and four (4) unpaid days in the aggregate to attend Union conferences or conventions. It is further understood that these leave days are not cumulative on a year-to-year basis.
- C. The Union shall request these days at least one (1) week in advance.

ARTICLE 7 **MANAGEMENT RIGHTS**

Section 1

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States.

- A. The executive management and administrative control of its municipality, its properties and facilities, and activities of its Employees, personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer.
- B. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and or the effective operation of the Department after advance notice to the Employees. No rule or regulation shall be implemented before discussing same with the Union. The Union has ten (10) business days to object to the regulation. If the Union does not object within this time frame, the rule or regulation shall be deemed acceptable and its reasonableness shall not be subject to the grievance procedure.

The township shall negotiate any item determined to be negotiable by the laws of the State of New Jersey.

- C. To set rates of pay for temporary or seasonal employees.
- D. To suspend, demote or take any other appropriate disciplinary actions against Employees for good and just cause according to law.
- E. Nothing contained herein shall prohibit the Employer from contracting out any work. In doing so the Township shall maintain appropriate supervision as it deems necessary.
- F. Subject to provisions of this agreement relating to Layoffs: to lay off Employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non- productive.
- G. The Employer reserves the right as to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

Section 2

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith,

shall be limited only by the specific and expressed terms hereof in conformance with the laws and Constitutions of the State of New Jersey and of the United States.

Section 3

Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S.40A:1-1 et seq., or any national, state, county or local laws or regulations.

ARTICLE 8 **PERSONNEL FILES**

- A. A separate personnel history file shall be established and maintained for each employee covered by this Agreement. Personnel history files are confidential records and shall only be maintained in the Township Personnel Director's Assistant Township Manager's office.
- B. Each employee shall have the right to inspect and review his or her own individual personnel file, upon request to the Employer. The Employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to photocopy, define, explain, or object to in writing anything found in his personnel file, and this writing shall become a part of the employee's personnel file. Such response must occur within ten (10) days of request in file or be waived.
- C. All personnel history files shall be carefully maintained and safeguarded.
- D. Employees shall receive a copy of each derogatory or disciplinary document being placed in his or her personnel file within three (3) days. The employee shall sign off and date any document given to him, and have the right to place a written rebuttal response to any and all disciplinary documents contained in the personnel file. All warnings and minor reprimands over three (3) years old shall be deleted from the Township's personnel file provided there are no subsequent reprimands, warnings, corrected and/or disciplinary actions of the same nature in the employee's file. It is further understood that all major disciplinary actions will remain in the employee's file.
- E. The files maintained by the Township Personnel Director Assistant Township Manager are the official personnel files for all employees. No other official file or personnel record will be maintained. However, it is agreed that a Supervisor's reference file will be maintained for day-to-day reference.

ARTICLE 9 **SAFETY**

- A. Members of this bargaining unit are responsible for identifying, investigating, and remediating hazardous conditions. Where such conditions are outside the scope of the members' authority or budgeted resources, members are responsible for bringing to the attention of Township Manager recommendations for remediation of hazardous conditions. Bargaining unit members are responsible for seeing that remediation plans approved by the Township Manager are implemented in a timely fashion.
- B. All Township employees are required to have a high regard for personal safety and the safety of others.
- C. The Employer agrees to comply with P.E.O.S.H.A. standards for safety. In accordance with section A of this Article, bargaining unit members are responsible for ensuring that the Township complies with PEOSHA standards for safety within the units under their supervision. If the Township Manager has not acted on a remediation recommendation made by a member under section A within a reasonable period of time, the employee or the Union will give the Township Manager written notice ten (10) days prior to the employee or Union filing a complaint with P.E.O.S.H.A.
- D. All members of this bargaining unit are members of the Township Safety Committee, which shall recommend, review, and enforce safety policies.
- E. Failure to use safety equipment may subject the employee to disciplinary action.

ARTICLE 10
PROBATIONARY PERIOD

- A. All employees hired during the term of this Agreement shall serve a probationary period of 6 months with option to extend 3 months from the date of hire. During this probationary period, the Township reserves the right to terminate a probationary employee for any reason. An employee, if terminated, shall not have recourse through the grievance procedure set forth in this Agreement.
- B. A probationary employee shall be evaluated twice during any 6 month probationary period. One evaluation shall take place after 3 months of employment. The second evaluation shall take place no earlier than four weeks before the end of the probationary but at least two weeks before the end of the probationary period.

Evaluations shall document the progress of probationary employee. Employees with unsatisfactory evaluations shall be told what actions are necessary to successfully complete the evaluations period or that their probationary period will be extended. 3 months

ARTICLE 11

HOURS OF WORK AND OVERTIME

- A. Any work performed beyond eight (8) hours in any one day of the normal work week shall be considered overtime and be compensated for at one and one-half (1 1/2) times the regular hourly rate of pay provided the employee has been in a pay status for the preceding forty (40) hours of the work week. Any work performed in excess of sixteen (16) consecutive shall be compensated for at two (2) times the regular hourly rate. Any work performed on the seventh (7) day of the employee's normal work week shall be compensated for at the rate of two (2) times the regular hourly rate of pay provided the employee has been in a pay status for the preceding work week.
- B. When an employee is required to work in excess of ten (10) hours or more, he shall be granted a second one-half (1/2) hour lunch period at no loss of pay for such lunch period, and shall be granted an additional one-half (1/2) hour lunch period at no loss of pay for each five (5) hours over the above-mentioned ten (10) hours. All lunch periods relate to total time away from the job (job site). In addition, an employee who has worked ten (10) straight hours will be entitled to a supper allowance of up to ten dollars (\$10.00) upon presentation of a receipt to the Employer.
- C. Overtime will be distributed on a rotating seniority basis. A log book shall be maintained for the purpose of identifying individuals who have been offered overtime.
- D. Continuous Overtime For Emergencies - If any employee has been physically at work working at overtime rates more than 4 hours before the start of their regular shift, the employee will continue at such overtime rate until they go home. If an employee is called back less than 4 hours prior to regular shift, Section "E" will apply.
- E. Call back – Employees shall receive a minimum of four (4) hours at time and half when called back to work outside of shift. Any overtime hours worked which began before midnight and ended after midnight (non non-continuous call-back situation, D & G do not apply), the employee will be entitled to one hour paid rest time for each hour worked, to be taken at the start of the next shift, as long as the next shift occurs within the same 24-hour period of the past midnight hours worked.
- F. Stand by pay - Employees shall receive an annual flat rate of one thousand dollars (\$1,000) for stand by duty to be paid in four installments (March, June, September & December) of each year.

Effective 1/1/08 the employees will receive 1 payment of \$1,200 during the month of August of each year.

- G. Rest Time Leave-If an employee has worked 10 or more continuous hours, they are entitled to 10 hours of rest-time. Any portion of those 10 hours that overlap with a regular shift will be paid at straight time.
- H. Hours of Work for all Foremen will be 7:00 a.m. – 3:30 p.m., except for those Foremen assigned to the Board of Education whose hours will be 6:30 a.m. – 3:00 p.m.

ARTICLE 12 **VACATIONS**

EFFECTIVE 1/1/03

Section 1. The Employer agrees to grant all Employees within the bargaining unit vacations with pay in accordance with the following schedules in each year of this Agreement.

Section 2. If an Employee is hired and works six (6) months, he shall be entitled to five (5) vacation days and if he works another six (6) months, he shall be entitled to another five (5) vacation days. If an Employee does not use the five (5) vacation days upon completion of the first six (6) months of employment, then he shall be entitled to ten (10) vacation days upon completion of the second six (6) months worked.

Section 3. Length of Service

Beginning 2 - 5 years	12 days per year
Beginning 6 - 10 years	15 days per year
Beginning 11 - 15 years	20 days per year
Beginning 16 - 20 years	25 days per year
Beginning 21 years or over	30 days per year

Any member of the Bargaining Unit shall have the right to accumulate and carry over from year to year up to two (2) years earned vacation. Half (½) days are permissible.

Section 4. Any Employee may accrue up to two (2) years vacation time.

Section 5. Vacation time will be credited and may be used by the employee as of January 1 of the year in which it will be earned.

Section 6. Any employee who leaves the employment of the Township for any reason, and who has taken vacation before it has been earned, shall reimburse, in full, the Township the cash value of the amounts paid to him/her for all unearned vacation.

Section 7. Notice of vacations to be one day for each day requested, up to a maximum of 5 days. Additionally, vacations may be denied based on workload.

ARTICLE 13 **HOLIDAYS**

A. The Employer guarantees to all employees in the bargaining unit, the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, although no work is performed on such days, provided said employees are in a pay status the day preceding and the next following such holiday.

New Year's Day	General Election Day
Martin Luther King's Birthday	Thanksgiving Day and Friday after Thanksgiving
Washington's Birthday	Veteran's Day
Good Friday	1/2 Day Christmas Eve (P.M)
Memorial Day	Christmas Day
Independence Day	
Labor Day	

B. Employees who work on any of the above holidays shall be paid for such work at two and one-half (2-1/2) times the regular rate which shall include the holiday pay.

Definition: Unless otherwise specified within this contract, an employee shall be entitled to two and one-half (2- ½) times his or her normal rate of pay for any work performed prior to or after his or her regular scheduled work hours on a holiday.

Any employee who performs work during his or her regular scheduled work hours shall receive his holiday pay plus one and one-half times his normal rate of pay. A holiday is defined as the twenty-four (24) hour period beginning at 12:00 a.m. and ending at 11:59 p.m.

C. If a holiday falls on a Saturday or Sunday, it may be celebrated and/or compensated accordingly on the day preceding or the day following such holiday at the discretion of the Employer.

D. If a holiday falls within the vacation period of an employee, the employee shall receive pay for the same or an additional day of vacation at the discretion of the Employer. If the Employee is required to forfeit such holiday falling within his vacation period, he shall have the right, upon advance notice to the Employer, to refuse holiday pay and to take a work day off not during his vacation period.

ARTICLE 14
OUT OF TITLE PAY

- A. Employees covered by this contract who are assigned duties higher than their classification or job description shall be compensated at the rate of 10% higher than their current salary. The compensation shall be effective immediately upon assignment of duties as described above.

ARTICLE 15
PROMOTIONS

- A. No employee shall receive a pay cut on promotion.
- B. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer. The employee with the least seniority shall be laid off first and in rehiring the reverse principle shall apply, namely, the last employee laid off shall be the first to be rehired.

ARTICLE 16 **LEAVES**

PERSONAL LEAVE

- A. Each member shall be entitled to one (1) day personal leave per year.
- B. Personal leave is not cumulative.

PAID SICK LEAVE

- A. A full-time employee will be give one (1) day of paid sick leave per month, for a total of twelve (12) per year. To obtain payment for sick leave either before or after a holiday or vacation, the sickness must be substantiated by a doctor's certificate. After three consecutive sick days a doctor's note must be provided before returning to work.
 - 1. Sick Leave Verification
 - a. The Township Manager may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

SICK LEAVE AT RETIREMENT

- A. Upon retirement or death after ten (10) years of service, the employee or his/her spouse/domestic partner will receive payment for any unused accumulated sick leave computed on the basis of final wages, in an amount not to exceed \$25,000. For the purpose of this Section, retirement date shall be the date established by the Public Employees Retirement System. Employees who retire within one year of the signing of this contract will be eligible to be paid for a maximum of 110 sick days.

JURY DUTY LEAVE

- A. An employee who is called for jury duty shall be paid his/her regular straight time rate of pay in addition to jury duty pay upon presentation of proper evidence of jury service. However, the employee shall be required to give prior notice to the Employer of his call for jury duty and shall be required to report to work if dismissed from jury duty on any day prior o 12 o'clock noon.

SICK LEAVE INCENTIVE

- A. Effective 1/1/04 An employee using seven (7) or less sick days in the calendar year shall be compensated for the unused days at the rate of twenty-five (\$25) dollars per

day.

An employee using (3) or less sick days, the employee shall receive thirty- five (\$35) dollars per day.

Unused sick days will continue to accumulate.

SICK BUY BACK

60% buyback of maximum of 12 days per year. Buyback can be taken as cash, deposited into deferred compensation account or flexible spending account.

Unused sick days will continue to accumulate.

To be eligible for this benefit, the employee must be in service as of January 1 of the year benefits are calculated.

ARTICLE 17
LEAVES OF ABSENCE

- A. By making application thirty (30) calendar days prior to the effective date, employees may apply to the Township Manager for a leave of absence without pay. Employees may be granted up to ninety (90) days of approved absence without loss or adjustment to seniority rights. However, employee shall deposit with the township funds to cover continuations to health, disability and pension benefits, if it is desired to continue benefits through the leave of absence without pay periods. Sick and vacation days will not accrue after 30 days absence without pay.
- B. Maternity leave, paternity leave, leave for the adoption of a child and leave necessary for the illness of a member of an employee's household which require the employee's personal care and attention shall be in accordance with the Family and Medical Leave Act.

ARTICLE 18 **DISABILITY**

- A. The Township shall continue to maintain a Short Term and a Long Term Disability Plan. The Short Term Plan shall be at no cost to the employee. The employee shall contribute fifty percent (50%) of the cost of the Long Term Plan through payroll deductions.
- B. The employee shall furnish the Township Personnel Director with medical documentation as to the disability at least every thirty (30) calendar days. The Township may require an employee receiving disability payments to establish their continuing disability at any time through medical evaluation by a Township appointed physician at the Township's expense.
- C. Short Term Disability: For the first twenty-nine (29) calendar days of disability, an employee must use earned sick time in order to receive a weekly paycheck. Commencing on the thirtieth (30) day of disability and continuing through the ninetieth (90) day of disability, an employee will be entitled to sixty percent (60%) of regular straight time pay. The employee may utilize earned time to supplement this amount to reach full pay level.
- D. If an employee exhausts available earned time benefits prior to the 30th day, the employee will automatically be placed in a no-pay status until the Short Term Disability effective date is reached.
- E. Long Term Disability: Commencing on the ninety-first (91) day of disability and continuing for up to 180 days thereafter, long term disability will provide sixty percent (60%) of the employee's regular straight time pay. The employee may utilize earned time to supplement this amount to reach full pay level.
- F. Employees with less than two years of service to the Township as of the start date of disability will be entitled to full benefits for the first thirty (30) calendar days of a temporary disability leave.
- G. Employees with more than two years of service to the Township as of the start date of disability will be entitled to full benefits for the first 180 calendar days of disability.
- H. On the 30th or 181st calendar day respectively, the employee shall be responsible for the Township share as well as the employee share for those benefits to which the Township contributes wholly or in part.
- I. Upon expiration of disability benefits to which an employee is entitled, the employee is expected to return to work. Continued absence may be cause for removal from employment.
- J. The Township will comply with all applicable FMLA provisions.

ARTICLE 19
MILITARY LEAVE

A. Military leave shall be granted in accordance with State and Federal law.

ARTICLE 20
PROFESSIONAL LICENSES AND PROFESSIONAL ORGANIZATIONS

- A. Employees covered by this agreement shall be reimbursed for all professional job related licenses and professional organization memberships with the approval of the Township Manager which shall not be unreasonably denied. Any employee required to take continuing education courses to maintain his professional licenses shall be granted administrative leave time for such purpose without having the leave time charged to his vacation or personal time accumulation. Reimbursement for expenses incurred in attending continuing education units shall include the cost of accommodations and meals, with a daily maximum of \$50 per day for meals.
- B. All proper documentation will be required to receive reimbursement. All expenses to be reimbursed within sixty (60) calendar days.

ARTICLE 21
CAR EXPENSES/TOLLS/PARKING

- A. The Township will reimburse members of the Bargaining Unit for mileage expenses while traveling on official business at a rate equal to the at current I.R.S. allowable deduction for mileage.
- B. The Township will reimburse members of the Bargaining Unit for toll and parking expenses while on official business upon submission of a receipt for said expense.

ARTICLE 22
FUNERAL BENEFITS

- A. Members of the Bargaining Unit shall be entitled to up to five (5) days off with pay at the straight time rate in the event of the death of a member's spouse or child.
- B. In the event of the death of a member's parent, parent-in-law, grandparent, sister, or brother, the employee shall be entitled to up to three (3) days off with pay at the straight time rate.
- C. In the event of the death of a member's grandchild, sister-in-law, or brother-in-law, the employee shall be entitled to two (2) days off with pay at the straight time rate.
- D. In the event of the death of anyone not listed above, but someone who regularly lives with a bargaining unit member, that member shall be entitled to three (3) days off with pay at the straight time rate.
- E. Township reserves the right to request verification of any relationship listed above.

ARTICLE 23 **LAYOFF/SENIORITY**

- A. All employees shall be given ninety (90) working days written notice prior to the effective date of any separation.
- B. Employees subject to layoff shall be informed of all vacant positions in the Township. If an employee subject to layoff meets minimum qualifications for a vacant position, the employee will be interviewed. If the employee is not selected for a vacant position, the employee will receive an explanation why.
- C. In lieu of layoff, an employee may displace a less senior employee in the classification currently held or in a lower classification provided the employee is qualified to perform the functions of that different job classification.
- D. In the event of the elimination of a department and/or division, and a similar department and/or division is created, the seniority/layoff and recall provisions shall be adhered to.

SENIORITY

- A. In all applications of seniority, departmental seniority shall be given preference in vacation schedules, overtime, personal days, and work shifts where a dispute arises between two or more employees.
- B. In matters of promotion or demotion, if qualifications, abilities and fitness are equal, than the employee with the highest seniority shall prevail.
- C. The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Union upon request.
- D. The Township shall promptly advise the appropriate Union representative of any change which necessitates amendments to the seniority list.

ARTICLE 24 **DISCIPLINE POLICY**

TYPES

Disciplinary action or measures shall include the following: oral reprimand, written reprimand, suspension (nature to be given in writing) and discharge.

- A. *Oral Reprimand* – Oral statement administered by Supervisor to an employee.
- B. *Written Reprimand* – A formal statement delivered in writing by a Supervisor to an employee.
- C. *Suspension* – The temporary separation of an employee from employment for a defined period of time with or without pay (at the discretion of the Township Manager).
- D. *Removal* – The permanent separation of an employee from employment for cause.

OCCASIONS FOR DISCIPLINARY ACTION

Some of the infractions may include, but are not limited to:

- 1. Neglect of duty.
- 2. Sleeping while on duty.
- 3. Insubordination or serious breach of discipline
- 4. Intoxication while on duty/drinking or substance abuse during work hours.
- 5. Chronic or excessive absenteeism/tardiness.
- 6. Neglect of, or willful damage to Public Property or waste of Public Supplies.
- 7. The use or attempted use of one's authority or official influence to control or modify the political action of any person in the service or engagement in any form of political activities during working hours.
- 8. Conduct unbecoming as an employee of the Township.
- 9. Commission of a Criminal Act.

10. Violation of the Drug and Alcohol Policy adopted by the Township. In which case, disciplinary actions will conform to the policy guideline.

GENERAL PROCEDURE:

When the Director of Public Works or a Supervisor believes that an employee is not performing consistent with Township policy or goals/standards, or that the employee has committed one of the above listed infractions, Director of Public Works or Supervisor should privately discuss the matter with the employee concerned in order to obtain the employee's viewpoint.

If the matter is not serious, and the Supervisor is satisfied, the matter may then be dropped. The Supervisor should, if possible, then obtain assurance that there will not be a repetition of the incident.

Should the Supervisor consider the offense sufficiently serious to warrant formal action, the employee should be so advised, and a meeting arranged at the earliest possible date. All facts should be presented at this meeting which should, if possible, be conclusive. A written report of the meeting, and of the action taken should be placed in the employee's personnel folder.

, The matter may be referred to the Township Manager for review and/or such action as is warranted by the facts. Any disciplinary action taken by management against an employee must be initiated within a reasonable amount of time of the alleged violation or within a reasonable amount of time management discovers the violation.

In the case of a regular suspension, it must commence within ninety (90) work days following the violation.

In the event of a serious breach of discipline, an employee may be suspended or discharged immediately.

An employee is subject to immediate termination in egregious circumstances.

IF TERMINATION FOR CAUSE:

Meet and report, per Procedure, result in recommendation to terminate.

The Township Manager will meet with the Personnel officer and the Township Attorney to discuss the recommendation.

The Township Manager will send a copy of his decision to the employee, the Union, and to the Supervisor, if other than employee.

Conference with Union and Township Manager, if Union requests.

Township Manager sends formal notice of separation.

ARTICLE 25 **GRIEVANCE PROCEDURE**

- A. **PURPOSE:** The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem which may arise affecting the terms and conditions of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. **DEFINITION:** The term grievance as used herein shall be any controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this agreement.
- C. **STEPS OF THE GRIEVANCE PROCEDURE:** The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE:

The grievance, when it first arises, shall be taken up orally between the employee, a union representative if requested, and the Supervisor. The Supervisor shall within five (5) working days thereafter give an oral or written answer on the grievance.

STEP TWO:

If no satisfactory settlement is reached during the first informal conference, then the aggrieved shall file a grievance, in writing, with the Director of Public Works within ten (10) working days from the date of the grievance or ten (10) days from the employee's knowledge of the potential grievance. Failure by the aggrieved to act within the specified time shall be deemed to constitute an abandonment of the grievance. The supervisor shall render a written decision within ten (10) working days from receipt of the grievance.

STEP THREE:

The Union has five (5) working days from receipt of the Step two answer, to process the grievance to Step Three, otherwise it shall be deemed withdrawn. If the grievance is filed at this step, it must be filed in writing to the Township Manager, even if filed with him at Step two. The Township Manager shall conduct a conference. The Township Manager shall have ten (10) working days after the conference to submit a written decision to the Union. The above time frames may be waived by mutual agreement and confirmed in writing.

STEP FOUR:

All grievances as aforesaid between the parties that have not been satisfactorily settled after following the procedures outlined above shall, at the written request of either party, made to the other within ten (10) working days (not including Saturday

or Sunday) after receiving the answer in Step Three, be referred to arbitration. If such written notice is not given within ten (10) working days (excluding Saturday and Sunday), the grievance will be deemed dropped. The demand written notice shall be filed with the Public Employment Relations Commission, PERC.

The arbitrator shall have no authority to change modify, alter, substitute, add to or subtract from the provision of this agreement. No dispute arising out of any question pertaining to the renewal of this agreement shall be subject to the Arbitration provision of the agreement.

- (a) The arbitrator shall be bound by the provisions of this Agreement and by the applicable laws of the state of New Jersey and the United States. The arbitrator shall not have the authority to add to any amendment or supplement thereto. In rendering his written award, the arbitrator shall indicate his findings of fact and reasons for the decision. The arbitrator's decisions shall be final and binding upon the parties subject to applicable court proceedings.
- (b) Either party may direct the arbitrator to decide, as preliminary question, whether he has jurisdiction to hear and decide the matter in dispute

EXTENSIONS IN TIME: Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE 26
LABOR/MANAGEMENT MEETINGS

- A. The parties to this agreement agree to meet on a quarterly basis, if needed, to discuss matters of mutual concern. Either the Union or the Township may call for a meeting. The party calling for the meeting shall submit an agenda to the other party five (5) days in advance.

- B. These Labor/Management meetings shall not be used to circumvent the grievance procedure and are designed to promote communication and harmonious relations between the parties.

ARTICLE 27 **LONGEVITY**

A. Effective 7/1/03 all employees will receive longevity as follows:
In addition to the salary increase, Employees shall receive longevity in accordance with the following schedule, upon completion of years/months of service. Said longevity shall not be construed to be part of any salary increase and shall not be added in the base wage. Said longevity payments will be divided evenly into 26 pays.

Five (5) years (60 months)	\$1,500
Ten (10) years (120 months)	\$2,000
Fifteen (15) years (180 months)	\$2,500
Twenty (20) years (240 months)	\$3,000

B. The amount authorized in the above longevity schedule shall be in addition to the basic salary established.

C. Longevity payments in accordance with the above shall be included in the members' regularly scheduled compensation payments.

D. The years of service herein shall be determined from the date the employee commences working for the Township.

E. Effective 7/1/08 longevity payments will cease.

1. All employees hired as Foremen prior to 7/1/08 will receive \$3,000 longevity phase out.
2. Longevity phase out will be added to base after CPI is calculated.
3. All employees hired as Foreman after 7/1/08 will not be eligible to receive longevity phase out payment.

ARTICLE 28
SALARY INCREASE

A. Increase in salaries and wages paid to Bargaining Unit personnel shall be provided according to the table below:

	2005	2006	2007	2008	2009	2010
	3%	3.80%		CPI	CPI	CPI
\$ 69,885.99	\$ 71,982.57	\$ 74,717.91	2007 Salary * CPI	2008 Salary * CPI	2009 Salary * CPI	2009 Salary * CPI
Longevity Phase Out						
Must be hired as Foreman prior to 7/1/08 to be eligible			\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Total Compensation			= CPI INCREASE + \$3,000	= CPI INCREASE + \$3,000	= CPI INCREASE + \$3,000	= CPI INCREASE + \$3,000
Hire date as Foreman prior to 7/1/08						
Total Compensation			2007 Salary * CPI	2008 Salary * CPI	2009 Salary * CPI	2009 Salary * CPI
Hire date as Foreman 7/1/08 and beyond						

~Longevity payments will cease effective 7/1/08.

~All employees hired as Foreman prior to 7/1/08 will receive \$3,000 longevity phase out.

~Longevity phase out will be added to base after CPI is calculated.

~All employees hired as Foreman after 7/1/08 will not be eligible to receive longevity phase out payment.

~Annual increase based on annual CPI of previous year. Cost of Living to be determined from US Department of Labor Statistics for the Consumer Price Index for all Urban Wage Earners in the New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area.

Annual evaluations will be conducted of all employees covered under this agreement. Based on these evaluations, employees may be awarded performance bonuses up to 1%. This bonus will be paid in one lump sum by December 31st of each year. This performance bonus will begin effective 7/01/08.

MECHANICS TOOL ALLOWANCE

B. Effective 7/1/03 Central Maintenance and Foremen shall receive an annual allowance of \$600.00 for the purchase of tools. Receipts will be required to show purchase of tools in preceding year.

STIPEND CPWM OR COLLEGE DEGREE

C. Effective January 1, 1999 Bargaining unit member who have obtained a bachelors or Associates degree from an accredited college or university or have obtained a Certification as a Certified Public Works Manager from the New Jersey Department of Community Affairs, certification unit shall be entitled to a annual stipend of fifteen hundred dollars (\$1,500.00).

ARTICLE 29
MEDICAL BENEFITS

Effective July 1, 2006

MEDICAL: PPO Plan 1 or 2
PRESCRIPTION: Benecard or equivalent
DENTAL: Blue Cross/Blue Shield, CIGNA HMO or equivalent
OPTICAL: \$150 reimbursement per employee family per annum
DISABILITY: The Standard

Effective July 1, 2008

OPTICAL: \$150 reimbursement will cease.

Effective July 1, 2008

MEDICAL: Horizon BCBS of NJ Traditional – NJ State Defector Plan
Horizon BCBS of NJ Direct Access Plan – NJ State Defector Plan

DENTAL: Dental Option Plan

Deductible	\$50 Single/\$150 Family
Preventative	100%
Basic	70%
Major	50%
Calendar Year Max	\$1,200
Orthodontia	50% up to \$1,500

PRESCRIPTION: Non-formulary, \$0 co-pay for generic, \$4 co-pay for brand name.

DISABILITY: Township pays 50% and all employees pay 50%.

Payments

Township pays 100% of Direct Access Plan for employee and eligible dependents. Those employees who enroll in the Traditional Plan will be responsible for the difference between cost of coverage that they choose (single, family, parent/child, 2 adult) under the Traditional Plan and the Direct Access Plan. Monthly premiums will be deducted from paycheck.

NOTE 1: If during the term of this contract the Township makes other health plans or changes to the above named plans available to other bargaining units, such plans will also be made available to the employees covered by this collective bargaining agreement.

NOTE 2: After consultation with the Union, the Township may change the vendor for any of the above named plans as long as the aggregate of services and out-of-pocket costs to the employees are equivalent or better for the employees.

Section 4.

- A. The Township has established a plan under Section 125 of the Internal Revenue Code to provide a tax-free stipend under the Township ordinance to those employees who have medical coverage elsewhere and who elect not to enroll in the Township's medical, dental, or prescription plans. Under the Section 125 plan, the employee shall receive 40% of the amount the Township would have paid for enrolling the employee in the plan or plans.
- B. Effective July 1, 2000, the Township will expand its Section 125 plan to allow employees to establish flexible spending accounts to which they may contribute to pay for health and other expenses as allowed under the Internal Revenue Code. Up to the amounts allowed annually under the Internal Revenue Code, employees may pay into these flexible spending accounts from their salary or wages or additionally from their stipend under sub-section A of this section.
- C. Effective July 1, 2008, employees will have \$150 deposited into a Flexible Savings Account. It is the employee's responsibility to enroll in the program.

Section 5.

Employees retiring in the New Jersey pension system under service retirement, early retirement or veteran retirement and who have twenty years of service (20) with the Township and their dependents shall, at the employee's option, receive the medical, prescription and dental benefits for which they are eligible under this agreement.

In the event a retired employee dies leaving eligible dependents, the eligible dependents may opt to continue coverage previously received, provided that the dependent was covered prior to the death of the retiree and is not eligible for medical benefits from his/her employer.

When retiring with continuous service with the town, the following scale shall reflect payments for health benefits:

- 15 years - Township pays 75% of Horizon BCBS of NJ Direct Access – NJ State Defector Plan.
- 16 years - Township pays 80% of Horizon BCBS of NJ Direct Access – NJ State Defector Plan.
- 17 years - Township pays 85% of Horizon BCBS of NJ Direct Access – NJ State Defector Plan.
- 18 years - Township pays 90% of Horizon BCBS of NJ Direct Access – NJ State Defector Plan.
- 19 years - Township pays 95% of Horizon BCBS of NJ Direct Access – NJ State Defector Plan.

Section 6.

A veteran who has established veteran status with the Public Employees' Retirement System and is:

- Age 55 or older with 25 years service with the Township
OR
- Age 60 or older with 20 years service with the Township

will be entitled to receive current medical benefits upon retirement.

Section 7.

The spouse of a retiree receiving benefit under Article 28 (Medical Benefits) may, at the spouse's option, continue to receive these benefits after the death of the retiree, provided that this spouse was covered by this Article at the time of the employee's retirement and is not otherwise eligible for medical benefits from his/her own employer.

ARTICLE 30 **CLOTHING ALLOWANCE**

Section 1.

- (a) Effective July 1, 2003, clothing allowance- \$600/year; cleaning allowance- \$300/year; boot allowance- \$100/pair to replace boots used on the job. Requests for reimbursement for purchase of boots must be supported by (1) dated receipt for purchase of old boots (2) old boots to be examined for reasonable wear and tear, and (3) receipt for purchase of new boots.
- (b) The Employer will provide gloves, rubber boots, rain gear and hats as required.
- (c) The Employer has adopted a uniform policy which requires clean and good condition clothing to be worn by all employees in the bargaining unit or the employees' shall be required to leave work without pay unless extraordinary reasons are present. In addition, progressive discipline may be needed in the event of failure to comply with the uniform policy.
- (d) The Township shall provide as its sole expense other protective clothing and equipment which in the opinion of the Employer is necessary to perform a job safely.
- (e) Shields or goggles- Employees who habitually wear prescription glasses will not be required to operate machinery or other devices where safety glasses are normally required unless they can adequately be protected by the provided safety shields or goggles.
- (f) Any employee failing to use the safety equipment provided will be subject to disciplinary action, up to and including termination.

ARTICLE 31
EVALUATIONS/JOB DESCRIPTIONS

EVALUATIONS

Foremen will be required to conduct annual evaluations of their employees.

Annual evaluations will be conducted of all employees covered under this agreement. Those employees receiving an above average rating will be entitled to a 1% performance bonus. This bonus will be paid in one lump sum by December 31st of each year. This performance bonus will begin effective 7/1/08.

JOB DESCRIPTIONS

Job descriptions for Foremen covered under this contract will be provided by management and discussed with union.

ARTICLE 32
TERM OF AGREEMENT

This contract shall be in full force and effect retroactively from July 1, 2006 – June 30, 2010 and shall continue until such time as the parties reach a new agreement.

The Blue Collar Supervisors shall, at least sixty (60) days prior to the expiration of this contract, which shall be on June 30, 2010, submit in writing its intention to open negotiations and shall include as part of said notice a list of all items which it intends to negotiate, subject to any determination during the interim period, which shall be between the date of ratification of this contract and the expiration date of same and any changes mutually agreed to by the Parties hereto.

IN WITNESS THEREOF, the parties have thereunto set their hands and seals at the Township of Franklin, New Jersey on this _____ day of _____, 200__.

TOWNSHIP OF FRANKLIN

By: _____ DATE
BRIAN D. LEVINE, MAYOR

ATTEST: _____ DATE
ANN MARIE MCCARTHY,
TOWNSHIP CLERK

AFSCME LOCAL 2426

By: _____ DATE
RICHARD FIORELLO,
PRESIDENT AFSCME

ATTEST: _____ DATE